

1111 239

FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

July 25, 1995

In Reply Refer To:
1800B3-GDG

WKZF-FM, Inc.
P.O. Box 12345
Jacksonville, N.C. 28546-2345

In re: WKZF(FM) Bayboro, N.C.
Modification of Conditional Grant
BALH-940826GN

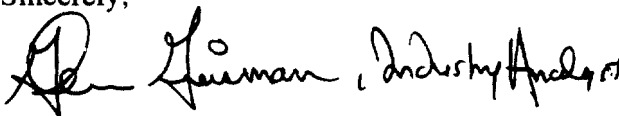
Dear Licensee:

This letter concerns your request, filed March 20, 1995, to modify the condition placed upon the Commission's December 23, 1994 grant of the application for voluntary assignment of the station's license to you.

The original grant was conditioned upon the parties consummating the transaction within sixty days of the date of grant and upon the assignee resuming operations within sixty days of consummation. Your letter reports that the transaction was consummated February 20, 1995, but that you seek additional time to resume operations in order to engineer an upgrade in the station's facilities.

Accordingly, the condition placed upon the grant of the referenced application is modified to the extent that operations must resume within 240 days from the date of consummation. This office must, as previously indicated, be notified within three days from the date operations resume.

Sincerely,


for Dennis Williams
Chief, FM Branch
Audio Services Division
Mass Media Bureau

March 20, 1995

WKZF-FM, Inc.
P.O. Box 12345
Jacksonville, N.C. 28546-2345

Federal Communications Commission
FM Branch
Washington, D.C. 20554

RE: 1800B3-DAF

Dear Gentlemen:

This letter serves as our notification that the Consent to Assignment from Sunbelt Media, Inc. to WKZF-FM, Inc. was consummated on February 20, 1995. The Ownership Form 323 is enclosed with this notification.

Additionally, we request authority to remain silent for a period of ninety days. We are currently engineering a facility upgrade as allocated by the Federal Communications Commission.

If you have any questions regarding the please contact me at 910-347-4344.

Keith E. Burch
Vice President - Operations

FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554

IN REPLY REFER TO:
1800B3-DAF

CALL LETTERS: WKZF (FM)
DATE GRANTED: DEC 23 1994
FILE NUMBERS: BALH-940828GN

WKZF-FM, INC.
P.O. BOX 12345
JACKSON, NC 28546

NOTICE TO ASSIGNEE:

Enclosed is FCC Form 732 notifying you of Commission consent to the assignment of the construct permit and/or license of the station(s) therein described. Voluntary assignments are required to be completed within sixty (60) days of the date granted.

In addition to the filing of the below mentioned FCC Form 323, you are required to immediately notify this office (1800B3), by letter, as to the exact date of the consummation; that is, the date on which the acts necessary to effect the assignment was completed.

Within thirty (30) days after the consummation of the assignment it will be necessary for you to submit an Ownership Report (FCC Form 323) reporting all changes as required by Section 73.3615 of the Rules. Where applicable, a separate Ownership Report should also be completed and submitted for any holding company (25% or greater ownership interest) of the licensee/permittee. Contractual information required by Section 73.3613 should be reported for the assignee in Item 6, page one of the Ownership Report and copies of each instrument should be submitted with the report. If this is an involuntary assignment that was the result of a death or court action, an Ownership Report must be filed to determine that all requirement of the Rules have been met and reported.

In the event the assignee is the licensee/permittee of another station and has current Ownership Report of file, you may complete and file only page one of FCC Form 323 to reflect the acquisition of the station(s) listed above. FCC Form 323 is enclosed for filing convenience. Instructions for completing the report are on the reverse side.

It is of the utmost importance that all Commission correspondence comes to the immediate attention of the permittee of licensee. Only one mailing address can be maintained for each station. Unless we hear from you to the contrary, the above address will

be used as your permanent mailing address.

If the assignor has any applications pending before the Commission, these applications must be amended to reflect the name of the assignee. Upon consummation of the assignment, amendments to each application must be filed by the assignee, in triplicate, signed by the proper party (see Section 73.3513 of the Rules). Further processing of these applications will be pending receipt of the amendment

Chief, FM Branch
Mass Media Bureau

Enclosures
cc: Ownership

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

File No(s): BALH-940826GN

Class of station(s): FM

<input checked="" type="checkbox"/> CONSENT TO ASSIGNMENT: <input type="checkbox"/> CONSENT TO TRANSFER CONTROL: <input type="checkbox"/> CONSENT TO TRANSFER STOCK: Whereby of Control by is effected.	FROM: SUNBELT MEDIA, INC. TO: WKZF-FM, INC.
Licensee/Permittee: (for transfer only)	

CALL SIGN(S)

WKZF (FM)

STATION LOCATION(S)

BAYBORO, NC

AUXILIARY STATION(S) (for assignment only)

ALL CURRENTLY AUTHORIZED
AUXILIARY SERVICES

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 60 days from the date hereof, and notice in letter form thereof shall promptly be furnished the Commission by the buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s). FCC Form 323, Ownership Report, must be filed within 30 days after consummation, by the licensee/permittee or assignee.

ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

Dated:

12/23/94

(FOR CHIEF FM BRANCH, AUDIO SERVICES DIVISION, MASS MEDIA BUREAU)

H. J. Snowden



**FEDERAL
COMMUNICATIONS
COMMISSION**

FCC Form 732-FM

August 1992

08-29-94 0358190 8190080 2 001 21



Mellon
Bank

DARLENE McALL EDWARDS BARRY KEITH EDWARDS 107 FAIRWAY RD. 488-9538 JACKSONVILLE, NC 28546		Aug 23, 94 8187 08-29/531 82
PAY TO THE ORDER OF FCC		\$ 650.00
Six Hundred and Fifty dollars		DOLLARS
NationsBank NationalBank of North Carolina, N.A. Jacksonville, NC 28541		
FOR WKZF FM INC.		Charles A. Edwards
⑆0353100258⑆ 823245063⑆ 8187		⑆0000065000⑆

FCC 314

APPLICATION FOR CONSENT TO
ASSIGNMENT OF BROADCAST STATION
CONSTRUCTION PERMIT OR LICENSE

(Please read instructions before completing this form.)

FOR
FCC
USE
ONLY

FCC/MELLON AUG 16 1994

FCC/MELLON AUG 02 1994

FOR MASS MEDIA BUREAU USE ONLY

FILE NO. 940826GN

Section I - GENERAL INFORMATION

1. APPLICANT NAME WICZF-FM, Inc.			
MAILING ADDRESS (Line 1) (Maximum 35 characters) P.O. Box 12345			
MAILING ADDRESS (Line 2) (if required) (Maximum 35 characters) 			
CITY Jacksonville		STATE OR COUNTRY (if foreign address) North Carolina	
TELEPHONE NUMBER (include area code) 910-455-9528		ZIP CODE 28546	
CALL LETTERS WICZF-FM		OTHER FCC IDENTIFIER (IF APPLICABLE) 97.9	
FOR MAILING THIS APPLICATION, SEE INSTRUCTIONS FOR SECTION 1			
2. A. Is a fee submitted with this application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
B. If No, select the appropriate box to indicate reason for fee exemption (see 47 C.F.R. Section 1.1112) or reason a fee is not applicable and go to Question 3. <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Noncommercial educational licensee <input type="checkbox"/> Other (Please explain): 97.9			
C. If item 2.A. is Yes, provide the following information:			
Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in the "Mass Media Services Fee Filing Guide." Column (B) lists the Fee Multiple applicable for this application. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number listed in Column (B).			
(1)	(A) FEE TYPE CODE M P R	(B) FEE MULTIPLE (if required) 1	(C) FEE DUE FOR FEE TYPE CODE IN COLUMN (A) \$ 650.00
			FOR FCC USE ONLY 650.00
To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.			
(2)	(A) 	(B) 	(C) \$
			FOR FCC USE ONLY
ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (2), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.			TOTAL AMOUNT REMITTED WITH THIS APPLICATION \$ 565.00
			FOR FCC USE ONLY

SECTION 1 (Page 2)

PART I - Assignor

1. Name of Assignor <i>SUNBELT MEDIA / Robert Williams</i> <i>P.O. Box 8406</i> <i>AMARILLO, TX 79114</i>	Street Address <i>P.O. Box 8406</i>		
	City <i>AMARILLO</i>	State <i>TX</i>	ZIP Code <i>79114</i>
	Telephone Number (include area code)		

2. Authorization which is proposed to be transferred

(a) Call letters

WKZF-FM

Location

Bayboro, N.C.

(b) Has the station commenced its initial program tests within the past twelve months?

☐ Yes ☒ No

If Yes, was the initial construction permit granted after comparative hearing?

☐ Yes ☒ No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597.

Exhibit No.

(c) Has the license for the station been acquired through the Commission's Minority Ownership Policy?

☐ Yes ☒ No

If Yes, has the station been operated on-air for less than the past twelve months?

☐ Yes ☐ No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597.

Exhibit No.

3. Call letters of any SCA, FM or TV booster station, or associated auxiliary service stations (e.g., remote pickup, STL, inter-city relay) which are to be assigned:

NA

4. Attach as an Exhibit a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.

Exhibit No.
1

5. If this application is for assignment of a construction permit for an unbuilt station, submit as an Exhibit the detailed showings and declarations of the applicants required by 47 C.F.R. Section 73.3597 regarding the assignor's legitimate and prudent out-of-pocket expenditures and the retention, if any, of any interest in the station.

Exhibit No.

6. State in an Exhibit whether the assignor, or any party to the assignor:

Exhibit No.
2

(a) has any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or

(b) has had any interest in or connection with any application denied and/or dismissed with prejudice; or any FCC license which has been revoked.

The Exhibit should include the following information:

- (1) name of party with such interest;
- (2) nature of interest or connection, giving dates;
- (3) call letters or file number of application; or docket number; and
- (4) location.

7. Since the filing of the assignor's last renewal application for the authorization being assigned or other application, has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes ☒ No

If Yes, attach as an Exhibit a full description of the persons and matter involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers) and the disposition of the litigation.

Exhibit No.

SECTION I - GENERAL INFORMATION

Part II - Assignee

1. Name of Assignee WKZF-FM, Inc.	Street Address P.O. Box 12345		
	City Jacksonville	State NC	Zip Code 28546
	Telephone No. (include area code) 910-455-9528		

2. Does the contract submitted in response to Question 4, Part I of Section I embody the full and complete agreement between the assignor and assignee?

☒ Yes ☐ No

If No, explain in an Exhibit.

Exhibit No.

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

☐ an individual
 ☐ a general partnership
 ☒ a for-profit corporation
☐ other
 ☐ a limited partnership
 ☐ a not-for-profit corporation

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in an Exhibit the nature of the applicant.

Exhibit No.

3. Complete if applicable, the following certifications:

- (a) Applicant certifies that no limited partner will be involved in any material respect in the management or operation of the proposed station.

☒ Yes ☒ No

If No, applicant must complete Question 4 below with respect to all limited partners actively involved in the media activities of the partnership.

- (b) Does any investment company (as defined by 15 U.S.C. Section 80 a-3), insurance company, or trust department of any bank have an aggregated holding of greater than 5% but less than 10% of the outstanding votes of the applicant?

☐ Yes ☒ No

If Yes, applicant certifies that the entity holding such interest exercises no influence or control over the applicant, directly or indirectly, and has no representatives among the officers and directors of the applicant.

☐ Yes ☐ No

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 2)

NOTE: The terms "applicant and "parties to this application" are defined in the instructions for Section II of this form. Complete information as to each "party to this application" is required. If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement with appropriate justification.

4. List the applicant, and, if other than a natural person, its officers, directors, stockholders and partners with attributable interests. Use one column for each individual or entity. Attach additional pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

- a. Name and residence of the applicant and, if applicable, its officers, directors, stockholders, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and partners.

NOTE: Radio Applicants ONLY: Radio applicants need not respond to subparts g. and h. of the table. Instead, proceed and respond to Questions 5, 6 and 7, Section II below.

- b. Citizenship.

- c. Office or directorship held.

- d. Number of shares or nature of partnership interests.

- e. Number of votes.

- f. Percentage of votes.

- g. Other existing attributable interests in any broadcast station, including the nature and size of such interests.

- h. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in 47 C.F.R. Section 73.3555 and 76.501, including the nature and size of such interests and the positions held.

a.	Darlene M. Eckhardt President 107 Fairway Road Jacksonville, NC 28540	Berry Eckhardt 107 Fairway Jacksonville, NC 28540	
b.	U.S.A.	USA	
c.	President - Treasurer	Vice President - Secretary	
d.	1000	1000	
e.	1000	1000	
f.	50%	50%	
g.			
h.			

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 3)

RADIO APPLICANTS ONLY NEED TO RESPOND TO QUESTIONS 5, 6 AND 7

5. Does the applicant, or any party to the application, own, or have an attributable interest in: (a) any AM, FM or TV station; or (b) a daily newspaper in the same market(s) as the station(s) being acquired?

☒ Yes ☐ No

6. Does the applicant, or any party to the application, broker more than 15 percent of the broadcast hours per week of any AM or FM station in a market in which the applicant, or party to the application, has an attributable interest in any AM or FM station? See 47 C.F.R. Section 73.3555(a) for definition of "radio market."

☐ Yes ☒ No

If the answer to 5 or 6 is Yes, set forth in an Exhibit, name of party having interest; nature of the interest; call letters and location of stations involved; and identification of newspaper, where applicable.

Exhibit No.

3

7. Does the principal community service contour (predicted or measured 5 mV/m groundwave contour for AM; predicted 3.16 mV/m contour for FM) of any AM or FM station being acquired overlap the principal community service contour of:

(a) an AM or FM station which is directly or indirectly owned, operated or controlled by the applicant or any party to the application; or

☐ Yes ☒ No

(b) an AM or FM station at which more than 15 percent of the broadcast time per week is brokered by the applicant or any party to the application?

☐ Yes ☒ No

If the answer to (a) or (b) is Yes, do you certify that the ownership interests which will result from grant of the application(s) comply with 47 C.F.R. Section 73.3555(a), or that appropriate waivers of that section are herein sought?

☐ Yes ☐ No
N/A

If Yes, attach a separate Exhibit containing the market and audience information necessary to demonstrate compliance.

Exhibit No.

Note: With reference to the Radio Contour Overlap Rule of 47 C.F.R. Section 73.3555(a), the applicant's Exhibit must include: (i) a map that clearly identifies, by relevant contours, the location and geographic coverage of the market or markets involved; (ii) the number of commercial AM and FM stations counted as being in the market or markets, including a map that shows the principal community contours of the stations that define the market or markets and the principal community contours of all commercial stations intersecting with the principal community contours of these stations; (iii) for markets with 15 or more commercial radio stations, a combined audience share figure, the basis and/or source material for this figure, and the results and qualification of any commissioned audience survey or alternative showing used; and (iv) the call letters and locations of all stations in the market or markets that are, or are proposed to be, commonly owned, operated or controlled, including any AM or FM station in the market for which the applicant or any party to the application brokers more than 15 percent of that station's broadcast time per week.

8. Does the applicant, or any party to the application, have:

(a) a petition pending to migrate to the expanded band (1605-1705 kHz)?

☐ Yes ☒ No

(b) a permit or license in either the existing band (535-1605 kHz) or expanded band (1605-1705 kHz) that is held in combination with the station(s) proposed to be sold?

☐ Yes ☒ No

If Yes, provide particulars as an Exhibit.

Exhibit No.

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 4)

9. Does the applicant or any party to this application have any interest in or connection with a broadcast application pending before the FCC?

☐ Yes ☒ No

10. Has the applicant or any party to this application had any interest in or connection with the following:

(a) an application which has been dismissed with prejudice by the Commission?

☐ Yes ☒ No

(b) an application which has been denied by the Commission?

☐ Yes ☒ No

(c) a broadcast station, the license of which has been revoked?

☐ Yes ☒ No

(d) an application in any Commission proceeding which left unresolved character issues against the applicant?

☐ Yes ☒ No

If the answer to any of the questions in 9 or 10 is Yes, state in an Exhibit the following information:

Exhibit No.

(1) Name of party having interest;

(2) Nature of interest or connection, giving dates;

(3) Call letters of stations or file number of application or docket; and

(4) Location.

11. (a) Are any of the parties to this application related (as husband, wife, father, mother, brother, sister, son or daughter) either to each other or to individuals holding nonattributable interests of 5% or more in the applicant?

☒ Yes ☐ No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

☒ Yes ☐ No

If the answer to (a) or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.

4

12. (a) Do individuals or entities holding nonattributable interests of 5% or more in the applicant have an attributable ownership interest or corporate officership or directorship in a broadcast station, newspaper or CATV system in the same area? (See Instruction B to Section II.)

☒ Yes ☐ No

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of an individual holding a nonattributable interest of 5% or more in the applicant have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

☒ Yes ☐ No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.

5

SECTION II - ASSIGNEE'S LEGAL QUALIFICATIONS (Page 5)

13. (a) Is the applicant in violation of the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? (See Instruction C to Section II)

☐ Yes ☒ No

(b) Will any funds, credits or other financial assistance for the construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

☐ Yes ☒ No

If the answer to (b) above is Yes, attach as an Exhibit a full disclosure concerning this assistance.

Exhibit No.

14. (a) Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

☐ Yes ☒ No

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in (a) above?

☐ Yes ☒ No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), a statement of the facts upon which the proceeding is or was based or the nature of the offense alleged or committed, and a description of the current status or disposition of the matter.

Exhibit No.

15. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ Yes ☒ No

If Yes, provide particulars in an Exhibit

Exhibit No.

16. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. Section 310(d)) will be obtained?

☒ Yes ☐ No
☐ Does Not Apply

If No, attach as an Exhibit a full explanation.

Exhibit No.

SECTION III - ASSIGNEE'S FINANCIAL QUALIFICATIONS

The applicant certifies that sufficient net liquid assets are on hand or are available from committed re-sources to consummate the transaction and operate the facilities for three months.

☒ Yes ☐ No

SECTION IV - ASSIGNEE'S PROGRAM SERVICE STATEMENT

Attach as an Exhibit a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

Exhibit No.

6

SECTION V - ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Does the applicant propose to employ five or more fulltime employees?

☐ Yes ☒ No

If the answer is Yes, the applicant must include an EEO program called for in the separate Model EEO Program Report (FCC Form 396-A).

SECTION VI - CERTIFICATION

Part I - Assignor

1. Has or will the assignor comply with the public notice requirement of 47 C.F.R. Section 73.3580?

☒ Yes ☐ No

2. By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the ASSIGNOR'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignor <i>SUNSET MEDIA P.O. Box 8406 Amarillo, Texas 79114</i>	Signature <i>Robert W. M.</i>
Title <i>OWNER</i>	Date <i>May 9th 94</i>

SECTION VI - CERTIFICATION (Page 2)

Part II - Assignee

By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

☒ Yes ☐ No

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

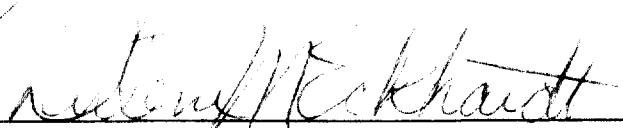
The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT
(U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT
(U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).**

I certify that the ASSIGNEE'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Assignee WKZF-FM, Inc.	Signature 
Title President	Date JUNE 10, 1994

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use this information to determine whether grant of this application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, processing of the application may be delayed or the application may be returned without action pursuant to the Commission's rules. Your response is required to obtain the requested authority.

**THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3)
AND THE PAPERWORK REDUCTION ACT, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.**

BROADCAST EQUAL EMPLOYMENT OPPORTUNITY
MODEL PROGRAM REPORT

1. APPLICANT

Name of Applicant WKZF-FM, Inc.	Address 535 Bell Fork Road JACKSONVILLE, NC 28540
Telephone Number (include area code) 910-455-9528	

2. This form is being submitted in conjunction with:

- ☐ Application for Construction Permit for New Station ☒ Application for Assignment of License
- ☐ Application for Transfer of Control
- (a) Call letters (or channel number or frequency) **WKZF 97.9**
- (b) Community of License (city and state) **Waynes, NC**
- (c) Service: ☐ AM ☒ FM ☐ TV ☐ Other (Specify) _____

INSTRUCTIONS

Applicants seeking authority to construct a new commercial, noncommercial or international broadcast station, applicants seeking authority to obtain assignment of the construction permit or license of such a station, and applicants seeking authority to acquire control of an entity holding such construction permit or license are required to afford equal employment opportunity to all qualified persons and to refrain from discrimination in employment and related benefits on the basis of race, color, religion, national origin or sex. See Section 73.2080 of the Commission's Rules. Pursuant to these requirements, an applicant who proposes to employ five or more full-time employees must establish a program designed to assure equal employment opportunity for women and minority groups (that is, Blacks not of Hispanic origin, Asians or Pacific Islanders, American Indians or Alaskan Natives and Hispanics). This is submitted to the Commission as the Model EEO Program. If minority group representation in the available labor force is less than five percent (or the aggregate), a program for minority group members is not required. In such cases, a statement so indicating must be set forth in the EEO model program. However, a program must be filed for women since they comprise a significant percentage of virtually all area labor forces. If an applicant proposes to employ fewer than five full-time employees, no EEO program for women or minorities need be filed.

Guidelines for a Model EEO Program and a Model EEO Program are attached.

NOTE: Check appropriate box, sign the certification below and return to FCC:

- ☒ Station will employ fewer than 5 full-time employees; therefore no written program is being submitted.
- ☐ Station will employ 5 or more full-time employees. Our Model EEO Program is attached. (You must complete all sections of this form.)

I certify that the statements made herein are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 10 day of June, 1994

Signed [Signature]

Title PRESIDENT

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.

EXHIBIT I

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of May, 1994, by and between ROBERT WILLIAMS D/B/A SUNBELT MEDIA, having an address of P.O. Box 8406 AMARILLO, TX 79114-8406, (hereinafter referred to as "Seller"), party of the first part; WKZF-FM, INC., of Jacksonville, North Carolina, a corporation organized in the State of North Carolina (hereinafter referred to as "Buyer"), party of the second part; KEITH ECKHARDT and DARLENE ECKHARDT, parties of the third part; THE CONNELLY COMPANY, party of the fourth part; and EDWARD BOLDING, party of the fifth part;

W I T N E S S E T H:

WHEREAS, Seller is the owner, operator, and licensee of Radio Station WKZF-FM ("Station"), of Bayboro, Craven County, North Carolina, pursuant to valid license issued by the Federal Communications Commission ("Commission"); and

WHEREAS, Buyer desires to acquire all of the personal property, assets and rights used, useful or intended to be used, in the business and operation of Station and to secure an assignment of the license and other authorizations ("FCC License") issued by the Commission for the operation of Station, and Seller desires to sell, assign, transfer and convey the same to Buyer; and

WHEREAS, Seller and Buyer will not be able to consummate this Agreement and the FCC License may not be assigned until after the Commission has granted its consent and approval to

the transactions contemplated herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties intend to be legally bound, agree as follows:

1. Definitions. Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) Assignment Application (or Application) refers to an application which the parties hereto will join in and file with the Commission requesting its written consent to the terms of this Agreement and the assignment of the FCC License from Seller to Buyer.

(b) Closing Date means the first (1st) day of the month after the commission's consent and approval has become a Final order, as hereinafter defined, or at such other date and time to which the parties mutually agree.

(c) Final Order means an Order of the Commission granting its consent and approval to the assignment of the FCC License to Buyer, which Order is no longer subject to rehearing, reconsideration or review by the Commission, or to a request for stay, an appeal or review by a court under the Communications Act of 1934, or the Rules and Regulations of the Commission.

(d) Closing Place means the office of W. Kenneth Hinton, Hinton and Hewett, P. A. Attorneys at Law, Smithfield, North Carolina, or such other convenient place as the parties may mutually specify.

2. Assets Sold and Purchased. Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign, and deliver to Buyer, by instruments in form satisfactory to Buyer, all of the assets, business, rights, privileges and immunities of Seller as listed below:

(a) The Station, as a going concern, together with all FCC License, and all right, title, and interest in and to the Call Letters WKZF-FM. A listing of the FCC License is attached hereto as Appendix A and made a part of this Agreement.

(b) All tangible personal property, physical assets, fixtures, leasehold improvements, and equipment, including supplies, owned or hereafter acquired by Seller, used, useful, or intended for use, in the operation of Station, wherever situated. This shall include all items listed in Appendix B attached hereto, together with any replacements or additions thereto made between the date hereof and the Closing Date, less any retirements made in the ordinary and usual course of business in connection with the acquisition of similar property or assets ("Personal Tangible Assets"). All Personal Tangible Assets shall be delivered free and clear of all liens, debts, claims, security interests, or other encumbrances of any kind or nature.

(c) The leases, contracts, franchises, and agreements listed and described in Appendix C attached hereto, together with such other leases, contracts, franchises, permits, and agreements which may be in effect now or on the

however, have are reasonable opportunity prior to the Closing Date to contest in good faith or otherwise seek removal or recision of any Notice issued or threatened after the date hereof (so that no delay in the Closing will result), or to pay the same in full, without being deemed in default or in breach hereunder.

(c) Operation of Station. Between the date hereof and the Closing Date, the Station shall be operated in the normal and usual manner and in strict conformity with their FCC License, the Communications Act, and the Rules and Regulations of the Commission. In the event of any violations of the foregoing, Seller shall be obligated, and shall have a reasonable opportunity prior to the Closing, to correct, at its own expense, the said violation to the reasonable satisfaction of Buyer.

(d) Schedule of Assets. All of the Personal Tangible Assets are, without material omission, properly described and accurately listed in Appendix B attached hereto.

(e) Title to Personal Tangible Assets. On the Closing Date Seller shall have good and marketable title to the Personal Tangible Assets to be transferred and assigned pursuant to this Agreement, free and clear of all liens, charges, security interests, equities, encroachments and encumbrances.

(f) Spare Parts and Inventories. The inventories of spare parts and tubes for the technical operating equipment of Station are now, and on the Closing Date shall be, at or

Closing Date which Buyer may elect to also assume. Written consents to the assignments shall be provided by Seller if required by the terms of the instrument assumed or by law.

(d) All contracts and agreements for the sale of time on Station which are for cash and at usual and customary rates that are listed on Appendix D attached hereto.

(e) All intangibles owned or held by Seller for the operation of Station, including full right to the use or any copyrights, program rights, trademarks, tradenames, "logos", promotions, jingles, slogans, original copy and the like.

(f) All documents maintained in the Stations's Public File pursuant to the Rules of the Commission.

(g) The program, operating and maintenance logs of Station, to the extent they exist, together with such files and records pertaining to the operation of Station as Buyer may reasonably require, including copies of all advertising contracts and all other contracts to be assigned hereunder.

(h) In addition to the above, any and all permits and consents, if any, relating to or used in the business and operation of Station.

3. Assets and Provision of Collection of Accounts Receivable. It is understood and agreed that the assets being sold to Buyer do not include any cash on hand or any bank accounts or savings accounts prior to date of closing. The assets being transferred do not include accounts receivable, notes receivable, or any securities owned by Seller prior to date of closing.

Seller shall collect any receivables due, and the Buyer shall not be responsible for collection of any accounts receivable.

4. Purchase Price, Allocation and Method of Payment.

(a) Purchase Price. The purchase price to be paid by Buyer to Seller for all of the property, assets, contracts, rights, privileges, and immunities to be acquired hereunder shall be the sum of ONE HUNDRED THIRTY-SEVEN THOUSAND AND 00/100 (\$137,000.00) DOLLARS.

(b) Method of Payment. The purchase price shall be paid by Buyer to Seller in the following manner:

(i) Buyer agrees to execute a promissory note to Edward Bolding in the amount of ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS. The Seller is indebted to Edward Bolding, and Edward Bolding has agreed to release all indebtedness, except the \$100,000.00 note due and payable to him. The note shall bear interest at the rate of 7.00%, and the first payment shall begin 31 days after final closing. The note is to be amortized over a 10-year period, with a balloon payment due five (5) years from the date of first payment. A copy of this note is attached to this agreement as Appendix E and made a part hereof.

(ii) Buyer agrees to execute a promissory note to Robert Williams DBA Sunbelt Media in the amount of SEVENTEEN THOUSAND AND 00/100 (\$17,000.00) DOLLARS. The first payment shall be due and payable 181 days from the date of final closing. The note shall be interest free, and there

shall be twenty-six (26) payments of \$653.85 per month. A copy of this note is attached to this agreement as Appendix F and made a part hereof.

(iii) Buyer agrees to execute a promissory note to The Connelly Company in the amount of TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS. The first payment shall be due and payable 91 days from the date of final closing. The note shall be interest free, and there shall be thirty-six (36) payments of \$555.57 per month. A copy of this note is attached to this agreement as Appendix G and made a part hereof.

All of the above-described notes shall be personally guaranteed by Keith Eckhardt and wife, Darlene Eckhardt.

5. Consent of the Commission. It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the Commission without conditions materially adverse to Buyer. Upon the execution of this Agreement, Seller and Buyer will each, at their own expense, proceed to expeditiously prepare and file with the Commission the requisite Assignment Application to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to tender the said application to the Commission within thirty (30) days of the date hereof, and thereafter to prosecute said Application with diligence, and to cooperate with each other and to use their best efforts to obtain the requisite consent and approval promptly and to carry out the

provisions of this Agreement.

6. FCC Transfer Fee. Buyer agrees to pay the FCC transfer fee in this sale which is anticipated at being approximately \$565.00.

7. Legal Notice of Assignment Application. Upon the filing of the Assignment Application, Seller shall be responsible for, and shall take the necessary steps, to provide such legal notice concerning the filing as is required by the Rules of Commission. Seller shall also provide evidence of compliance with said Rules to Buyer, in the form of affidavits of broadcast, and will also undertake the timely filing with the Commission of such evidence of compliance with Legal Notice requirements, if so requested by the Commission staff.

8. Buyer's Right of Specific Performance. The parties mutually understand and agree that the assets and property to be transferred pursuant to this Agreement are unique and cannot readily be purchased on the open market. For that reason, among others, Buyer will be irreparably damaged in the absence of its consummation. The obligations of Seller and/or rights of the Buyer shall be enforceable by decree of specific performance, subject to Commission consent. Such remedy, however, shall be cumulative and not exclusive, and shall be in addition to any other remedies which Buyer may have.

9. Exempted Liabilities and Contracts. The Buyer shall not be responsible for any agreements made by Seller in regards to any employees that the Seller now has or will have